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8 Attorneys for Plaintiff:
9 VACATION BIKE RENTALS

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 VACATIONAL BIKE RENTALS, LLC,
13 A LIMITED LIABILITY COMPANY,

14 Plaintiff,

15 vs.

16 KITZUMA CORPORATION, A
17 CORPORATION, DBA KITZUMA
18 CYCLING LOGISTICS; BIKEEXCHANGE
19 LIMITED, AN AUSTRALIAN COMPANY,
20 DBA KITZUMA CORPORATION AND
21 KITZUMA CYCLING LOGISTICS;
22 GETCARRIER, LLC, A LIMITED
23 LIABILITY COMPANY; AND EMPIRE
24 NATIONAL, INC., A CORPORATION.

25 Defendants.

Case No.: 2:24-cv-07105-CAS-MAA

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

1. Carmack Amendment (49
U.S.C. § 14706) Liability
And Damages
2. Breach of Contract
(Carmack Amendment)

PRINCIPAL
AMOUNT: \$350,000.00

**PLAINTIFF'S DEMAND FOR JURY
TRIAL**

26 Comes Now, VACATIONAL BIKE RENTALS, LLC, hereafter
27 "Plaintiff", for causes of action against Defendants KITZUMA
28 CORPORATION, DBA KITZUMA CYCLING LOGISTICS; BIKEEXCHANGE
LIMITED, AN AUSTRALIAN COMPANY, DBA KITZUMA CORPORATION AND
KITZUMA CYCLING LOGISTICS; GETCARRIER, LLC; and EMPIRE NATIONAL,
INC. as follows:

PARTIES

1
2 1. Plaintiff is a California Limited Liability Company
3 with Headquarters maintained in Mill Valley, California. At all
4 times herein, Plaintiff operated and operates a vacation bike
5 rentals, delivery, and bike sales company.

6 2. Defendant KITZUMA CORPORATION is A CORPORATION, DBA
7 KITZUMA CYCLING LOGISTICS, hereafter KITZUMA with its principal
8 place of business in Asheville, NC. Defendant KITZUMA herein is
9 domiciled in the state of North Carolina and also a citizen of
10 North Carolina. At all times mentioned herein, KITZUMA operated
11 a warehouse facility to serve the Cycling Logistics industry.

12 3. Defendant BIKEEXCHANGE LIMITED is an Australia Company,
13 DBA KITZUMA CORPORATION AND KITZUMA CYCLING LOGISTICS, hereafter
14 BIKEEXCHANGE. At all times mentioned herein, BIKEEXCHANGE owns
15 KITZUMA CORPORATION AND KITZUMA CYCLING LOGISTICS and operates
16 globally in Australia, Europe, and North America serving the
17 Cycling Industry.
18

19 4. Defendant GETCARRIER LLC, hereafter GCARRIER, is a
20 Limited Liability Company, with its principal place of business
21 in Dover, DE. Based on information and belief, it is thereon
22 alleged that GCARRIER has and is conducting business as a
23 Transportation Property Broker in ALL OF THE 50 States,
24 including the state of Delaware and this judicial district.
25 Defendant herein is domiciled and citizen in and of the state of
26 Delaware.

27 5. Defendant EMPIRE NATIONAL, INC, hereafter EMPIRE, is a
28 corporation, with its principal place of business in Fletcher,

1 NC. Based on information and belief, it is thereon alleged that
2 EMPIRE has and is conducting its Motor Carrier business in ALL
3 OF THE 50 States, including the state of North Carolina and this
4 judicial district. Defendant herein is domiciled in the state of
5 North Carolina as well as a citizen of North Carolina.

6 6. The Plaintiff reserves the right to amend and add
7 additional defendants upon discovery of such parties.

8 **JURISDICTION AND VENUE**

9 7. This judicial district is the proper venue for this action
10 because the Plaintiff, Vacation Bike Rentals LLC, is a Limited
11 Liability Company incorporated in California, with its principal
12 place of business located in Mill Valley, California. As such,
13 the Plaintiff is considered a California citizen under 28 U.S.C.
14 § 1391(b). Vacation Bike Rentals LLC is a single-member LLC,
15 with its sole member and managing officer, Dave McLaughlin, also
16 residing in California, further establishing California
17 citizenship. Additionally, venue is proper in this district
18 because Plaintiff's property, consisting of 131 purchased
19 bicycles, was converted and stolen while in transit in San
20 Fernando, California, within the County of Los Angeles. Since
21 the incident occurred within this district, venue is proper
22 under 28 U.S.C. § 1391(b).

23 8. This Court has both personal and subject matter
24 jurisdiction over the Defendant due to the diversity of
25 citizenship between the Plaintiff and Defendant, pursuant to 28
26 U.S.C. § 1332. This Court also has jurisdiction under the
27 Carmack Amendment (49 U.S.C. § 14706), which governs motor
28 carrier liability for damages to goods during interstate

1 transport, thus conferring federal jurisdiction for claims
2 arising from such incidents.

3 9. Plaintiff brings this action based on diversity of
4 citizenship between the Plaintiff and Defendants, with the
5 amount in controversy exceeding \$75,000, thereby establishing
6 federal jurisdiction pursuant to 28 U.S.C. § 1332(a).

7 10. Plaintiff further brings claims against the Defendant
8 under the Carmack Amendment, 49 U.S.C. § 14706, which provides
9 federal question jurisdiction to this Court regarding liability
10 for damage to goods in domestic shipments and damages incurred
11 during interstate transportation.

12 11. Venue is proper pursuant to 49 U.S.C. § 14706(d) on the
13 ground that defendants and each of them conduct business/operate
14 in this judicial district and on the further ground that the
15 transportation services on which this action is based were
16 performed, in part, in this judicial district

17
18 **FIRST CAUSE OF ACTION**

19 **(Carmack Amendment Liability Against All Defendants)**

20 12. Plaintiff incorporates paragraphs 1-11 by reference.

21 13. Under the Carmack Amendment (49 U.S.C. § 14706),
22 Defendants, as warehouse facility, motor carriers, and brokers,
23 are liable for the actual loss or injury to Plaintiff's property
24 during transit.

25 14. As a result, they failure to ensure the safe delivery of
26 Plaintiff's bikes, Defendants are liable for Plaintiff's total
27 losses in the amount of \$350,000 or such other sum proven at
28 trial.

SECOND CAUSE OF ACTION

(Breach of Contract Against All Defendants)

15. Plaintiff incorporates paragraphs 1-13 by reference.

16. On or about May 2024, Plaintiff purchased 131 bikes from Econic One for \$75,000 who warehoused the subject bikes at Defendant KITZUMA Warehouse facility, Asheville, NC.

16. Defendant KITZUMA had a contractual obligation and duty of care to Plaintiff not to release the subject 131 bikes to anyone other than Plaintiff or Plaintiff's agent or transportation representative.

17. Subsequent to May 2024, Plaintiff arranged for the transportation of the shipment of the 131 bikes from KITZUMA Warehouse to plaintiff located in Sausalito, California. The plaintiff engaged Defendant Transportation Broker GCARRIER to arrange for the shipment and the delivery motor carrier. Defendant GCARRIER had a contractual obligation and duty of care to Plaintiff to make sure that they brokered the load to a reputable and reliable Motor Carrier to assure Plaintiff's property would arrive at the designated destination, to wit: Sausalito, California. GETCARRIER breached the contract and its duty of care by failing to ensure secure and lawful transportation, leading to unauthorized rebooking and subsequent theft.

18. On or about May 10, 2024, the shipment was picked up by the Driver for EMPIRE NATIONAL INC. from KITZUMA Warehouse. The Driver did not have a paper generated Bill of Lading Document for KITZUMA Warehouse. Defendant KITZUMA released the shipment

1 of 131 bikes to the EMPIRE NATIONAL INC. based upon the Driver's
2 Text Message. The Text Message did not contain the PLAINTIFF'S
3 NAME or any other Receiver's Name and the incorrect delivery
4 address of Ontario, California for the Plaintiff. The warehouse
5 manager for KITZUMA created a formal Bill of Lading which also
6 had the incorrect Ontario, California delivery address of the
7 Plaintiff.

8 19. Before KITZUMA released the shipment to the Driver for
9 EMPIRE NATIONAL INC, neither the Warehouse Manager or any
10 representative of KITZUMA verified any of the information in the
11 Text provided. Most importantly, plaintiff was never contacted
12 by KITZUMA prior to and regarding the release of the shipment to
13 the Driver of EMPIRE NATIONAL INC. nor verified with Plaintiff
14 the correct delivery address of Sausalito, California.

15 20. Subsequent to the pickup of the shipment of bikes of May
16 10, 2024, and prior to the delivery date of May 15, 2024,
17 Plaintiff never received the shipment of the 131 bikes by EMPIRE
18 NATIONAL INC. or any motor carrier. Thereafter, Plaintiff
19 determined the bikes were stolen in transit and converted in San
20 Fernando, California, County Of Los Angeles. Thereafter,
21 Plaintiff reported the 131 bikes stolen to various law
22 enforcement agencies who did not locate or recover the stolen
23 bikes.

24 21. As a direct result, Plaintiff incurred losses totaling
25 approximately \$350,000 or any other sum proven at trial,
26 including the bike value and associated lost income.
27
28

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

22. Compensatory Damages: \$350,000 under the Carmack Amendment or such other sum proven at trial; and

23. Pre- and Post-Judgment Interest: Maximum legal rate allowed on all amounts awarded.

24. Attorney Fees and Costs: All recoverable costs incurred in pursuing this action.

25. Other Relief: Any additional relief this Court deems just and proper.

GRANT LAW

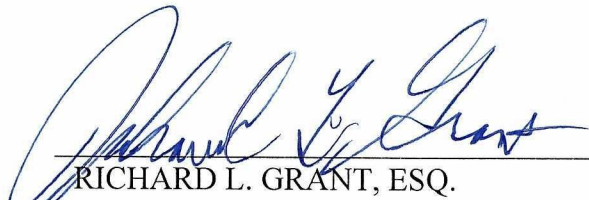
Dated: 11-15-2024

By:


RICHARD L. GRANT, ESQ.
ATTORNEY FOR PLAINTIFF
VACATION BIKE RENTALS, LLC

CERTIFICATE OF SERVICE

I hereby certify that on November 15, 2024. A true and correct copy of the foregoing **Plaintiff's First Amended Complaint** was served via Court's CM/ECF System, which will send notice of said herein filings to all Counsel and all parties not represented by Counsel.



RICHARD L. GRANT, ESQ.
ATTORNEY FOR PLAINTIFF
VACATION BIKE RENTALS, LLC